

ORIGINAL

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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

DEPUTY

Jenelle Welling (CA Bar No. 209480)
 Brian S. Umpierre (CA Bar No. 236399)
GREEN WELLING, P.C.
 595 Market Street, Suite 2750
 San Francisco, CA 94105
 Telephone: (415) 477-6700
 Facsimile: (415) 477-6710

Bradley Ian Berger (N.Y. Bar No. 1434455)
BERGER ATTORNEY P.C.
 321 Broadway
 New York, NY 10007
 Telephone: (800) 529-4444
 Facsimile: (888) 529-4448

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

RICHARD CLARK, on behalf of himself and
 all others similarly situated,

Plaintiffs,

v.

GROUP HOSPITALIZATION AND
 MEDICAL SERVICES, INC. D/B/A
 CAREFIRST BLUECROSS BLUESHIELD,
 EMERGENCY PHYSICIANS ASSOCIATES,
 and DOES 1-10,

Defendants.

Case No. **10 CV 0333 BEN - BLM**

CLASS ACTION

**COMPLAINT FOR VIOLATION OF
 THE EMPLOYEE RETIREMENT
 INCOME SECURITY ACT (ERISA)
 AND VIOLATION OF CALIFORNIA
 BUSINESS & PROFESSIONS CODE
 SECTION 17200, ET SEQ.**

BY FAX

Plaintiff Richard Clark ("Plaintiff"), by and through his undersigned counsel, alleges,
 based on personal knowledge as to himself and his own acts, and, as to other matters, based on
 information and belief, as follows:

THE PARTIES

1. This is a class action brought on behalf of all members enrolled in a Group

CR

1 Hospitalization and Medical Services, Inc. d/b/a CareFirst BlueCross BlueShield (hereinafter
2 referred to as "CareFirst" or "Defendant CareFirst") group contract for health benefits, and who
3 received covered emergency room services from an out-of-network provider and were billed for
4 the balance of such services.

5 2. CareFirst, Inc. is the not-for-profit, non-stock, parent company of CareFirst of
6 Maryland, Inc. and Group Hospitalization and Medical Services, Inc., affiliates that do business
7 as CareFirst BlueCross BlueShield. CareFirst serves nearly 3.4 million members.

8 3. CareFirst provides a comprehensive array of health insurance and managed care
9 products and services primarily through indemnity health insurance, health maintenance
10 organization (HMO) coverage and health benefits administration. Other products and services
11 include preferred provider and point of service networks, fee-for-service arrangements, third-
12 party administrator services, and other managed care services. These products and services are
13 provided to individuals, businesses, and governmental agencies.

14 4. CareFirst is an employee benefit plan, as defined at 29 U.S.C. §§ 1002(1) and
15 (3) of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. §§ 1001, *et seq.*

16 5. Emergency Physicians Associates is a group practice specializing in emergency
17 medicine located in San Jose, California.

18 6. The true names and capacities of Defendants sued as Does 1 through 10, inclusive,
19 are unknown to Plaintiff at the time of the filing of this Complaint; though, upon information and
20 belief, Plaintiff is aware of the existence additional Defendants, consisting of Out-of-Network or
21 Non-Preferred Providers who balance-billed patients receiving emergency medical services
22 pursuant to the Plan. Plaintiff, therefore, sues said Defendants by such fictitious names. Plaintiff
23 will seek leave of Court to amend this Complaint when the true names of said Defendants have
24 been ascertained after appropriate discovery.

25 7. Plaintiff is enrolled for health benefits in an employee benefit plan established or
26 maintained by Plaintiff's employer, Targus Information Corporation ("Targus"), a Delaware
27 Corporation engaged in commerce or an industry affecting commerce. The plan is maintained
28

1 for the purpose of providing for its participants or their beneficiaries, through the purchase of
2 insurance or otherwise, medical, surgical and/or hospital care benefits.

3 8. Targus is designated the "plan administrator" pursuant to 29 U.S.C.
4 § 1002(16)(A) of ERISA.

5 9. Plaintiff received from Targus health benefits through an employee benefit plan,
6 Group No. 4F51, administered by CareFirst (the "Plan").

7 10. Plaintiff, a resident of Escondido, California, is a full-time, permanent employee
8 of Targus and is enrolled in the Plan as a "subscriber" as defined in the Plan.

9 11. Plaintiff is a "participant" in the Plan, as defined at 29 U.S.C. § 1002(7) of
10 ERISA.

11 12. CareFirst's employee benefit plan also provides coverage for eligible spouses
12 and dependent children. At the time he received emergency services under the Plan, Plaintiff's
13 dependent son was covered under the Plan as an eligible dependent child, as defined in the Plan.

14 13. Plaintiff's dependent son was a "beneficiary" in the Plan, as defined at 29 U.S.C.
15 § 1002(8) of ERISA.

16 JURISDICTION AND VENUE

17 14. This Court has jurisdiction over the subject matter of the action pursuant to the
18 Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1132(e)(1), and
19 28 U.S.C. § 1331. This Court has the supplemental jurisdiction over Plaintiff's state law claim
20 pursuant to 28 U.S.C. § 1367.

21 15. Venue is proper in this District pursuant to 29 U.S.C. § 1132(e) in that the Plan is
22 administered in this District and the breach giving rise to this Complaint occurred in this District.

23 CLASS ACTION ALLEGATIONS

24 16. Plaintiff brings this action on behalf of himself and all others similarly situated.
25 Plaintiff seeks to represent the following Class, initially defined as:

26 All members enrolled in a Group Hospitalization and Medical Services, Inc. d/b/a
27 CareFirst BlueCross BlueShield employee benefit plan who visited an
28 in-network emergency room for emergency services, received
emergency room services from an out-of-network or non-participating
provider, and were billed for the balance of such services from

February 8, 2006 to the present, including a subclass of California residents who were billed for the balance owing for emergency room services rendered by Emergency Physicians Associates. Excluded from the Class are Defendants, their parents, subsidiaries, and affiliates.

17. All Class members are hereinafter referred to as the "Class." Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Class may be expanded or narrowed by amendment or subsequent amended complaint.

18. This action is brought and properly may be maintained as a class action, pursuant to the provisions of Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure on behalf of all members of the Class:

a. Numerosity: Members of the Class are so numerous that their individual joinder is impracticable. Plaintiff is informed and believes, and on that basis alleges, that the proposed Class contains hundreds of members. The precise number of Class members is unknown to Plaintiff at this time. The true number of Class members is likely to be known by Defendant, however, and thus, may be notified of the pendency of this action by published notice or other alternative means.

b. Existence and Predominance of Common Questions of Fact and Law: Common questions of fact and law exist as to all members of the Class. These questions predominate over any questions affecting individual Class members. These common factual and legal questions include, but are not limited to, the following:

- i. Whether Defendant CareFirst's conduct constituted a violation of ERISA;
- ii. Whether Class members are entitled to recover benefits due to them under the Plan;
- iii. Whether Defendant Emergency Physician Associates' conduct constituted a violation of California's Knox-Keane Health Care Service Plan Act;
- iv. Whether Defendants' conduct was unlawful within the meaning of California's Unfair Competition Law;
- v. Whether Defendants' conduct was unfair within the meaning of California's Unfair Competition Law;

1 vi. Whether Class members lost money or property and were injured in fact as
2 a result of Defendants' conduct;

3 vii. Whether the Class is entitled to damages, restitution, and/or other relief.

4 c. Typicality: Plaintiff's claims are typical of the claims of the Class since
5 Plaintiff received covered emergency room services from an out-of-network or non-participating
6 provider and was billed by the provider for the balance owing between what CareFirst incorrectly
7 paid as benefits under the Plan and the provider's total charges. More specifically, CareFirst paid
8 as emergency room benefits under the Plan an amount other than 100% of the allowed benefit as
9 called for by the Plan, leaving Plaintiff responsible for the balance due to the provider.

10 d. Adequacy: Plaintiff is an adequate representative of the Class because his
11 interests do not conflict with the interests of the Class he seeks to represent; he has retained
12 counsel competent and highly experienced in complex class action litigation; and he intends to
13 prosecute this action vigorously. The interests of the Class will be fairly and adequately
14 protected by Plaintiff and his counsel.

15 e. Superiority: A class action is superior to other available means of fair and
16 efficient adjudication of the claims of Plaintiff and members of the Class. The injury suffered by
17 each individual Class members is relatively small in comparison to the burden and expense of
18 individual prosecution of the complex and extensive litigation necessitated by Defendants'
19 conduct. Defendants have acted and/or refused to act on grounds generally applicable to the
20 Class, thereby making appropriate final injunctive and other equitable relief in favor of Plaintiff
21 and the Class. In addition, the prosecution of separate actions by individual Class members
22 presents a potential for inconsistent and contradictory judgments that may establish incompatible
23 standards of conduct for Defendants. Individualized litigation increases the delay and expense to
24 all parties, and to the court system, as a result of the complex legal and factual issues of the case.
25 By contrast, the class action device presents far fewer management difficulties, and provides the
26 benefits of single adjudication, economy of scale, and comprehensive supervision by a single
27 court.

28 ///

f. Manageability: Whatever difficulties may exist in the management of this class action will be greatly outweighed by the salutary benefits of the class action procedure, including but not limited to providing Class members with a method for redress of claims that may not otherwise warrant individual litigation.

SUBSTANTIVE FACTUAL ALLEGATIONS

19. The CareFirst Plan is an employee benefit plan established for Targus employees. The Plan offers participants and their beneficiaries medical, surgical and/or hospital care benefits.

20. The Plan requires that Targus employees meet specified eligibility requirements in order to receive coverage under the Plan. For example, the Plan specifies that a "subscriber" (i.e., eligible employee) must be a "permanent, bone-fide employee" of Targus employed on a "regular, year-round basis." Upon meeting the coverage eligibility requirements, the employee also must timely enroll in the Plan.

21. The Plan also permits a subscriber to enroll his or her dependents, such as a spouse or dependent child, in the Plan, provided certain eligibility requirements are met.

22. CareFirst enrolled Plaintiff and his dependent son in the Plan on August 27, 2007.

23. Since their initial enrollment, Plaintiff and his dependent son were continuously enrolled in and received coverage under the Plan, until October 1, 2009, at which time Plaintiff's dependent son was no longer eligible for coverage pursuant to the Plan's terms. Plaintiff remains a "subscriber" and "participant" in the Plan.

23. The Plan's Certificate of Coverage contains a "Description of Covered Services" at Attachment A (Addendum). Section 1.1 of Attachment A states:

1.1 Benefits Under the Preferred Provider Plan: The Preferred Provider Plan offers two levels of benefits . . . Under the Preferred Provider Plan, you may receive benefits for a particular service under either the In-Network component or the Out-of-Network component. You may not receive duplicate benefits for the same service.

24. Section 1.2 of Attachment A describes In-Network benefits:

1.2 In-Network Benefits: When In-Network benefits apply, you are eligible for a higher level of benefits than the Out-of-Network benefits. In-Network benefits apply in the following instances:

- 1 a. **Services Rendered By a Preferred Provider:** When you
 2 use a Preferred Provider, benefits are based on the appropriate
 3 Allowed Benefit. The level of benefits is reflected in Attachment
 4 B of the Certificate, the Schedule of Benefits. Preferred Providers
 5 will submit claims to us directly for covered services. The
 6 Preferred Provider will accept 100% of the Allowed Benefit as full
 7 payment for covered services.
- 8 b. **Other Circumstances:** *In-Network benefits also apply in the*
 9 *following instance:*
 10 *(i) In any case in which covered services are provided to you*
 11 *by and Health Care Facility or Health Care Practitioner*
 12 *(whether or not a Preferred Provider) for the treatment of*
 13 *an accidental injury or medical emergency, benefits will be*
 14 *available for such services to the same extent as if such*
 15 *Health Care Facility or Health Care Practitioner were a*
 16 *Preferred Provider.*
 17 *In this instance, benefits are based on the appropriate Allowed*
 18 *Benefit for the service or supply provided. The level of*
 19 *benefits (i.e., coinsurance and/or copayment) for these*
 20 *Providers' services will be those shown under In-Network*
 21 *Benefits in Attachment B of the Certificate, the Schedule*
 22 *of Benefits. You may be responsible for amounts in excess*
 23 *of the Plan Allowance for these services.*

24 (emphasis added).

25 25. Attachment B to the Certificate of Coverage is titled "Schedule of Benefits." In
 26 the Schedule of Benefits, CareFirst lists general Plan benefit features, such as in-network and
 27 out-of-network deductibles and out-of-pocket limits, and benefit Plan allowances.

28 26. In the "Outpatient Hospital Services" section of the Schedule of Benefits appears
 29 the Plan benefits breakdown for "Emergency Room Treatment."

30 27. According to the Schedule of Benefits, as amended, In-Network "Emergency
 31 Room Treatment" services are covered under the Plan at "100% of the Allowed Benefit, minus a
 32 Member Co-payment of \$50 per visit."

33 28. For a Preferred Provider, "Allowed Benefit" is defined as the lesser of "the actual
 34 charge" or "the amount CareFirst allows for the service in effect on the date the service is
 35 rendered." "The benefit is payable to the provider and is accepted as payment in full, except for
 36 any applicable Deductible, Copayment and Coinsurance amounts, for which the Member is
 37 responsible."

38 29. On September 21, 2008, Plaintiff's dependent son and Plan beneficiary, Brett

1 Clark, visited his local emergency room at O'Connor Hospital in San Jose, California for
2 treatment of a broken hand.

3 30. On October 16, 2008, CareFirst received claims for benefits under the
4 Plan, submitted by Plaintiff through his employer. Claim number 9027W06879 pertained to the
5 hospital emergency room facility charges. Claim number 8290W05254 pertained to charges
6 incurred by Emergency Physician Associates.

7 31. The fees incurred for the emergency room visit totaled \$2,815.00. The facility
8 charge payable to the hospital emergency room totaled \$1,722. The physician's charges incurred
9 by Emergency Physician Associates for the emergency room visit totaled \$1,093.

10 32. CareFirst covered the emergency room's facility charge at 100%, less the \$50
11 co-payment, in accordance with Plan requirements.

12 33. However, as detailed in the Explanation of Benefits ("EOB") form relating to
13 Emergency Physicians Associates' services, CareFirst paid only \$246.96 of the \$1,093 in
14 physician charges, leaving Plaintiff responsible for payment of the remaining \$846.04 balance.

15 34. CareFirst's EOB explains that Emergency Physician Associates' charges are "over
16 our plan allowance" for these services. "This non-allowed amount is included in the member
17 responsibility amount and the provider may collect the non-allowed amount from the member.
18 Payments included with this EOB are reimbursement for covered health services rendered by a
19 non-participating provider. It is the member's responsibility to pay the provider for these
20 services."

21 35. Emergency Physicians Associates billed Plaintiff for the \$846.04 balance not paid
22 by CareFirst.

23 36. As evidenced by letter dated on or about January 30, 2009, CareFirst received
24 Plaintiff's timely written appeal, submitted in accordance with Plan requirements. CareFirst was
25 notified that Plaintiff appealed the treatment of the claim relating to the coverage for emergency
26 room services provided by Emergency Physician Associates and requested additional
27 reimbursement in accordance with the Plan terms.

28 37. By letter dated June 4, 2009, CareFirst denied Plaintiff's appeal, notifying

1 Plaintiff that “[t]his is a Final Adverse Decision. You may be financially liable for this claim.”

2 38. CareFirst denied Plaintiff’s appeal because “[i]t has been determined that the
3 claim processed correctly according to the terms of your contract emergency services benefit, at
4 100% of the plan allowance.” However, the denial letter continued by citing to Section 1.2(b)(i)
5 of the General Provisions section of the Plan (“In-Network Benefits, Other Circumstances”),
6 which provides In-Network benefits for the treatment of accidental injury or medical emergency
7 to the same extent as if the Health Care Facility or Health Care Practitioner was a Preferred
8 Provider, regardless of whether the treating Health Care Facility or Health Care Practitioner
9 actually is a Preferred Provider.

10 39. In early August of 2009, CareFirst received a second letter from Plaintiff
11 appealing the denial of benefits determination contained in CareFirst’s June 4, 2009 letter.

12 40. CareFirst has not responded to Plaintiff’s second appeal.

13 **FIRST CAUSE OF ACTION**
14 **(Recovery of Benefits, ERISA, 29 U.S.C. § 1132(a)(1)(B))**
15 **(Against Defendant CareFirst)**

16 41. Plaintiff realleges and incorporates each and every allegation set forth in the
17 paragraphs above.

18 42. Plaintiff asserts this Cause of Action individually and on behalf of all members of
19 the Class against Defendant CareFirst for the recovery of benefits due for emergency room
20 services, as defined by the Plan.

21 43. CareFirst is an employee benefit plan, as defined at 29 U.S.C. §§ 1002(1) and (3)
22 of ERISA.

23 44. Plaintiff is a “participant” in the CareFirst employee benefit plan, as defined at
24 29 U.S.C. § 1002(7) of ERISA.

25 45. Plaintiff’s dependent son is a “beneficiary” in the CareFirst employee benefit plan,
26 as defined at 29 U.S.C. § 1002(8) of ERISA.

27 46. As set forth herein, CareFirst’s acts and practices of not providing In-Network
28 benefits for emergency room services to the same extent as if the Health Care Facility or Health
Care Practitioner was a Preferred Provider, regardless of whether the treating Health Care

1 Facility or Health Care Practitioner actually is a Preferred Provider, are contrary to the plain
2 language of the Plan terms.

3 47. Pursuant to § 1132(a)(1)(B) of ERISA, Plaintiff seeks to recover benefits due to
4 him under the terms of his plan, to enforce his rights under the terms of his plan, and to clarify
5 his rights to future benefits under the terms of his plan.

6 48. Plaintiff seeks recovery of attorneys' fees and costs of litigation pursuant to
7 § 1132(g)(1) of ERISA.

8 **SECOND CAUSE OF ACTION**

9 **(For Violations of California Bus. & Prof. Code, §§ 17200, *et seq.*)**
10 **(Against Defendants CareFirst, Emergency Physicians Associates and Does 1-10)**

11 49. Plaintiff realleges and incorporates each and every allegation set forth in the
12 paragraphs above.

13 50. Plaintiff asserts this Cause of Action individually and on behalf of all members of
14 the Class against Defendants CareFirst and Emergency Physicians Associates for unlawful and
15 unfair business practices, as defined by California Business and Professions Code, §§ 17200, *et*
16 *seq.*

17 51. Defendants' conduct violates California Business and Professions Code § 17200,
18 *et seq.* The acts and practices of Defendants constitute a common continuous and continuing
19 course of conduct of unfair competition by means of unlawful and unfair business acts or
20 practices within the meaning of Section 17200.

21 52. Defendants' acts and practices are unlawful because they violate California law,
22 including the Knox-Keane Health Care Service Plan Act of 1975, Health & Safety Code,
23 §§ 1340, *et seq.*, ("Knox-Keane Act") in that Defendants balance-billed Plaintiff for the
24 difference between the amount billed by Emergency Physicians Associates for emergency room
25 services and the amount paid by CareFirst for those services. Defendants are emergency health
26 care providers subject to the Knox-Keane Act.

27 53. Defendants' conduct not only violates the unlawful prong of Section 17200, but
28 also constitutes a violation of Section 17200's "unfair" prong. Defendants' conduct is "unfair" in
that it offends public policy, is immoral, unscrupulous, unethical, deceitful and offensive, and

1 causes substantial injury to Plaintiff and members of the Class. Defendants' conduct also
2 undermines or violates the policies embodied in the Knox-Keane Act—one of which is to
3 prevent the placement of patients in the middle of billing disputes between doctors and health
4 care service plans—thus providing a sufficient predicate for Plaintiff's claim for unfair business
5 practices.

6 54. Defendants' conduct causes substantial injury to Plaintiff and the Class because,
7 as a result of such conduct, patients receiving emergency medical services are forced to pay the
8 balance of the bills for emergency medical services provided by out-of-network health care
9 providers and/or facilities, including Emergency Physicians Associates, but not paid by
10 CareFirst, in contravention of California law.

11 55. Plaintiff and Class members are entitled to full restitution of the amounts they
12 paid to satisfy the balance of bills incurred in connection with their receipt of emergency medical
13 services.

14 56. Plaintiff seeks an order enjoining Defendants CareFirst and Emergency Physicians
15 Associates from continuing to engage in unlawful and unfair business practices, and any other act
16 prohibited by law. Plaintiff also seeks an order awarding attorneys' fees and costs pursuant to
17 Code of Civil Procedure Section 1021.5.

18 57. Plaintiff and the Class have suffered injury in the form of actionable losses of
19 money as a direct and proximate result of Defendants' unlawful and unfair business practices.

20 58. Plaintiff seeks an order for restitution compelling Defendant Emergency
21 Physicians Associates to return the monies it wrongfully obtained as a result of its unlawful and
22 unfair practices, such monies in good conscience properly belonging to him and those other
23 persons in interest from whom the money was improperly taken.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays that this Court enter judgment on his behalf adjudging and
26 decreeing that:

27 A. This action may be maintained as a class action under Federal Rule of Civil
28

1 Procedure 23, and certifying Plaintiff as the representative of the Class and designating his
2 counsel as counsel for the Class;

3 B. The conduct of Defendant CareFirst violates the plain language of the Plan in that
4 benefits for emergency room services are not provided in the amount of the actual charge
5 incurred by out-of-network or non-participating providers;

6 C. Judgment is rendered against Defendant CareFirst and in favor of Plaintiff and
7 each member of the Class for benefits due under the terms of the Plan;

8 D. The conduct of Defendants CareFirst and Emergency Physician Associates
9 constitutes an unlawful and/or unfair business practice within the meaning of California's Unfair
10 Competition Law, California Business and Professions Code § 17200, *et seq.*;

11 E. Judgment is entered against Defendant Emergency Physicians Associates and in
12 favor of Plaintiff and each Class member for restitution;

13 F. For an order enjoining Defendants from continuing the conduct alleged herein;

14 G. For prejudgment and post-judgment interest;

15 H. For equitable relief, including a judicial determination of the rights and
16 responsibilities of the parties;

17 I. For attorneys' fees;

18 J. For costs of suit;

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1 K. For such other and further relief as the Court may deem just and proper.

2 DATED: February 8, 2010

Respectfully submitted,

3 **GREEN WELLING, P.C.**

4
5 By: 

Jenelle Welling

6
7 Brian S. Umpierre
595 Market Street, Suite 2750
San Francisco, CA 94105
8 Telephone: (415) 477-6700
9 Facsimile: (415) 477-6710

10 Bradley Ian Berger
BERGER ATTORNEY P.C.
321 Broadway
11 New York, NY 10007
12 Telephone: (800) 529-4444
13 Facsimile: (888) 529-4448

14 *Attorneys for Plaintiff*

ORIGINAL

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Clark, Richard

(b) County of Residence of First Listed Plaintiff San Diego

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Jenelle Welling, Green Welling, P.C., 595 Market St., Suite 2750, San Francisco, CA 94105 (415-477-6700)

DEFENDANTS

Group Hosp. & Med. Services, Inc. d/b/a CareFirst BlueCross BlueShield; Emergency Physicians Ass. Does 1-10

County of Residence of First Listed Defendant DISTRICT OF CALIFORNIA
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. DEPUTY

Attorneys (If Known)

'10 CV 0333 BEN

BLM

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
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V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity.)
Employee Retirement Income Security Act, 29 U.S.C. 1132, 28 U.S.C. 1331, 28 U.S.C. 1367

Brief description of cause:

For benefits due under employee benefit plan and for violation of California's Unfair Competition Law

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

02/08/2010

SIGNATURE OF ATTORNEY OF RECORD

BY FAX

FOR OFFICE USE ONLY

RECEIPT #

10590

AMOUNT

\$300-

APPLYING IFP

JUDGE

MAG. JUDGE

PB 02-10-10

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS010090
Cashier ID: mbain
Transaction Date: 02/10/2010
Payer Name: ONE LEGAL

CIVIL FILING FEE
For: CLARK V GROUP HOSP
Case/Party: D-CAS-3-10-CV-000333-001
Amount: \$350.00

CHECK
Check/Money Order Num: D3136079
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$45.00
charged for any returned check.